

REVISED MINOR TRUST AGREEMENT

TRUST AGREEMENT (this "Agreement") dated as of _____, 2013, between THE HUALAPAI INDIAN TRIBE OF THE HUALAPAI INDIAN RESERVATION, ARIZONA (the "Tribe"), and _____, as Trustee (the "Trustee").

RECITALS:

A. The Tribe has received settlement payments in connection with the lawsuit denominated *The Hualapai Tribe v. Kenneth L. Salazar, et al.*, filed in the United States District Court for the District of Columbia on December 28, 2006, Case Number 06cv02239.

B. The Tribe has set aside for the benefit of each Eligible Minor a per-capita portion of those settlement payments (in the amount of \$_____ per individual) to be held in trust, collectively with all other such per-capita portions. (For purposes of this Agreement, "Eligible Minor" means an individual who was duly enrolled in the Tribe as of _____, 2012, and who had not yet attained age 18 as of that date.)

C. The Tribe and the Trustee desire to enter into this Agreement to have the Trustee administer those funds, including all earnings and losses thereon (collectively, the "Funds"), and to facilitate the disbursement of the per-capita portion to each Eligible Minor when that individual reaches age 18.

AGREEMENT:

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Creation. The Tribe hereby creates and establishes the Hualapai Indian Tribe Minors' Trust (the "Trust").

2. Deposit. Concurrently with the signing of this Agreement, the Tribe has delivered the Funds to the Trustee for deposit into the Trust. The Tribe has no obligation to deposit any additional funds into the Trust.

3. Accounts.

3.1 Account for Each Eligible Minor. The Trustee will establish a separate bookkeeping account for each Eligible Minor. Each account will reflect the initial per-capita amount for such Eligible Minor deposited with the Trustee pursuant to Section 2. Each account will be adjusted for such Eligible Minor's share of earnings or losses credited to the Funds as provided in Section 4 and for any distribution from the Trust to the Eligible Minor.

3.2 Report of Account Balance. At the request of the parent or guardian of an Eligible Minor, the Tribe will cause the Trustee to advise the parent or guardian of the Eligible Minor's account balance.

4. Investments.

4.1 General. The Trustee will direct the investment of the Funds to the extent permitted in applicable investment vehicles and in accordance with the Investment Policy. “Investment Policy” means the policy adopted by the Tribal Council to provide guidance on the investments in which the Funds may be invested. All income received by the Trust, net of expenses and taxes (if any), will be accumulated and reinvested

4.2 Earnings and Losses. Any earnings, losses, and changes in market value of the underlying investment funds will be credited to each Eligible Minor’s account each calendar quarter in accordance with each Eligible Minor’s account balance relative to the account balances of all other Beneficiaries. Such earnings, losses, and changes in market value will be credited to each Eligible Minor’s account on a quarterly basis until it is distributed to the Eligible Minor.

5. Distributions.

5.1 Timing of Distribution. Promptly after an Eligible Minor attains the age of 18, the Tribe will so inform the Trustee and also provide the Trustee with the Eligible Minor’s name and address, and the Trustee will thereupon promptly distribute the Eligible Minor’s account balance to the Eligible Minor. The Trustee will make provision for any applicable tax, reporting, and/or withholding (as directed by the Tribe) that may be required with respect to the distribution.

5.2 Death of Eligible Minor. If an Eligible Minor dies before receipt of the distribution contemplated by Section 5.1, the account balance will be distributed in accordance with a valid will or trust of the Eligible Minor. If no such will or trust exists, the Eligible Minor’s account balance will be distributed in accordance with the Tribe’s intestacy laws; if there is no person entitled to receive the balance under the Tribe’s intestacy laws, then the Eligible Minor’s account balance will be forfeited and escheat to the Tribe as soon as administratively feasible. The Tribe will be responsible for notifying the Trustee of an Eligible Minor’s death.

6. Trustee.

6.1 Appointment; Administration; Powers.

a. Appointment. The Tribal Council has the authority to appoint the original and any successor Trustee(s). If there is more than one Trustee and any Trustee fails to qualify or ceases to serve and no successor is appointed, such Trustee need not be replaced and the remaining Trustee or Trustees may act alone. No bond or other security will be required in any jurisdiction of any Trustee.

b. Administration. Any requirement that any Trustee qualify in court is waived.

c. Special Powers and Duties. In exercising all powers conferred by law or by this Agreement, the Trustee(s) empowered to act will do so unanimously except as otherwise provided by law and as described below:

i. Delegation and Control. The Trustee(s) empowered to perform a particular ministerial or discretionary act may delegate authority to perform such act to any one or more of them. Whenever such authority has not been so delegated as to a particular act and there are three or more Trustees acting under this Agreement who are empowered to perform such act, the same may be performed, on behalf of all, by a majority to those empowered, with or without the concurrence of the minority. No Trustee who failed to join or concur in such act will be held liable for the consequences thereof. If any successor Trustees are not corporate Trustees, such successor Trustees will from time to time designate one or more of the Trustees who will have the responsibility for physical possession and custody of all the Trust Fund and for maintaining all trust books, records, and accounts; provided that the Trustees will have the power to employ accountants or other agents to maintain all trust books, records, and accounts. If the Trustee and any successor Trustee continues to be a corporate Trustee, then, whenever acting, the corporate Trustee alone will have custody of the Funds and will maintain or employ accountants or other agents to maintain all trust books, records, and accounts.

ii. Control Over Bank Accounts. A Trustee, without the signature or concurrence of any other Trustee, may deposit funds into, withdraw funds from, and draw checks upon any Trust bank account in performance of the duties, powers, and responsibilities conferred or imposed upon the Trustee generally under this Agreement.

iii. Accounting by Trustee. The Trustee will keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as will be agreed upon in writing between the Tribal Council and the Trustee. The Trustee will provide such records upon written request from the Tribal council.

d. General Powers. Except as otherwise limited by this Agreement, Trustee will have the following powers or duties, which are exercisable without approval, order, or license of any court:

i. Administration. This Trust will be administered by the Trustee, unless delegated to another individual(s), committee, or entity. The Trustee will have all powers necessary to administer the Trust, including, without limitation, the discretionary authority to interpret the provisions of this Agreement, to decide all questions of eligibility, to establish rules and forms for the administration of the Trust, and to appoint individuals, committees, and entities, and any other agents they deem advisable to assist in the administration of the Trust.

ii. Disposition. To sell, exchange, or otherwise dispose of any asset upon any terms and conditions to any person, corporation or entity, whether or not an Eligible Minor, a Trustee, or an agent under this Agreement.

iii. Investment. To exercise any of the powers contained in the Arizona Trust Code, enacted by the legislature of the State of Arizona being Chapter 11 of Title 14 of the Arizona Revised Statutes.

iv. Dealing With Assets. To hold any of the Funds in the Trustee's name without disclosure of fiduciary capacity or in the name of a nominee and to exercise all rights and powers respecting any assets that could be exercised by a competent adult owning the same.

v. Deposits. To deposit cash in any depository, notwithstanding personal interest in the depository.

vi. Distributions. To determine values, distribute like and unlike assets to different beneficiaries or trusts, and make distributions in cash or kind at any time.

vii. Agents, Delegation. To employ agents, lawyers, investment counsel, accountants, banks, or trust companies and others to delegate both ministerial and discretionary powers to them with liability only for reasonable care in their selection and without regard to any prohibition regarding self-dealing or conflict of interest by fiduciaries, and to pay for services rendered by such persons as a Trust administration expense.

viii. Tax Returns. To prepare and file any and all fiduciary tax returns, if any, that may be required by law.

ix. Other Powers. To exercise all other powers conferred on fiduciaries generally by law, to the extent they are not inconsistent with other provisions of this Agreement, and to perform all other acts necessary or advisable to administer the Trust.

e. Actions of the Trustee. Subject to applicable law, all determinations, interpretations, rules, and decisions of the Trustee will be conclusive and binding upon all persons having or claiming to have any interest or right under the Trust.

f. Limitation of Powers. Notwithstanding any powers granted to the Trustee pursuant to this Agreement or to applicable law, the Trustee will not have any power that could give this Trust the objective of carrying on a business and dividing the gains from there within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

g. Responsibility. The Trustee will act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that Trustee will incur no liability to any person for any action taken pursuant to a direction, request, or approval given by the Tribal Council that is contemplated by, and in conformity with, the terms of this Trust and is given in writing by the Tribal Council.

h. Compensation and Expenses. The Tribe will pay all administrative and Trustee's fees and expenses. If not so paid, the fees and expenses will be paid directly from the Trust.

i. Trustee Indemnification. If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Tribe agrees to indemnify the Trustee against the Trustee's costs, expenses, and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Tribe does not pay such costs, expenses, and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

6.2 Resignation or Removal of Trustee.

a. Resignation. Any Trustee will have the power to resign, without the approval of the Tribal Council by written instrument delivered to the Tribal Council at least 30 days before it is to be effective. In the event of the Tribal Council's failure, refusal, or inability to appoint a successor Trustee upon the resignation of the last remaining Trustee, the Tribal Council will serve as Trustee.

b. Removal. The Tribal Council may remove a Trustee upon 10 days' written notice of such removal.

c. Transfer to Successor Trustee. Upon resignation or removal of the Trustee and appointment of successor Trustee, all assets will subsequently be transferred to the successor Trustee. The transfer will be completed within 60 days after receipt of notice of resignation, removal or transfer, unless the Tribal Council extends the time limit. The successor Trustee may rely on a copy of any of the records of proceedings, resolutions, or votes of the Trustee, provided that such records are certified by one or more of the Trustees.

6.3 Successor Trustee.

a. Appointment Effective. If the Trustee resigns or is removed in accordance with Section 6.1 or Section 6.2, the Tribal Council may appoint any third party, such as a bank trust department or other party, that may be granted trustee powers under state or Tribal law, as a successor to replace the Trustee upon resignation or removal. The appointment will be effective when accepted in writing by the new Trustee, who will have all of the rights and powers of the former Trustee. The former Trustee will execute any instrument necessary or reasonably requested by the Tribe or the successor Trustee to evidence the transfer.

b. Prospective Responsibility. The successor Trustee need not examine the records and acts of any former Trustee and may retain or dispose of existing Trust assets, subject to Section 6.2(c) hereof. The successor Trustee will not be responsible for, and the Tribe will indemnify and defend the successor Trustee from, any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time they become successor Trustee.

7. Miscellaneous.

7.1 Amendment. This Agreement will not be subject to revocation. This Agreement may be amended by a written instrument approved by the Tribal Council and executed by the Tribe and the Trustee; provided, however, that any amendment that seeks to reduce an Eligible Member's per-capita amount deposited hereunder or to make this Agreement revocable must be approved by a majority of the votes of all Tribal members who are eligible to vote on Tribal matters.

7.2 Termination. The Trust will not terminate until the date on which there is no longer any Eligible Minor entitled to receive a distribution pursuant to Section 5.1. On termination of the Trust, any assets remaining in the Trust will be returned to the Tribe.

7.3 Severability. If any provision of this Agreement is declared void or unenforceable, such provision will be deemed severed from this Agreement, which will otherwise remain in full force and effect, provided that this Agreement must be construed to give effect to the parties' intent.

7.4 Entire Agreement; Counterparts. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations, understandings and previous agreements, both oral and written, between the parties with respect to all or any part of the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, all of which taken together will constitute a single agreement.

7.5 Indemnification. The Tribal Council, the Trustee, and any person exercising properly delegated administrative functions or duties who is also an employee of the Tribe will be indemnified by the Tribe from and against any and all liabilities (including any settlements) arising by reason of any act or failure to act made in good faith in accordance with the provisions of the Trust. For this purpose, liabilities include expenses reasonably incurred in the defense of any claim relating to the Trust.

7.6 Grantor Trust; Tribe as Owner; Not Subject to Alienation by the Minor.

a. Grantor Trust. The Trust is intended to be an irrevocable grantor trust, of which the Tribe is the grantor, within the meaning of Sections 671 through 679 of the Internal Revenue Code, and this Agreement will be construed accordingly. The Tribe is the owner of the Funds, and the Eligible Minors have no claim on, or any beneficial ownership interest in, the Funds. Accordingly, the Tribe, acting through the Tribal Council, will have the right, at any time and from time to time, and in its sole discretion without the approval or consent of any person in a fiduciary capacity, to reacquire trust assets by substituting other property of equivalent value.

b. No Alienation. The Funds will not be subject to the claims of any creditor of the Eligible Minor, or spouse of the Eligible Minor for alimony or support, or others, or to legal process (including an equitable division of property incident to the dissolution of marriage), and may not be voluntarily or involuntarily alienated or encumbered, anticipated,

assigned (either at law or equity), pledged or subject to attachment, garnishment, levy, execution, bankruptcy or other legal or equitable process. Additionally, the Funds will not be considered the Eligible Minor's assets in any way.

c. Tribal Council. With regard to the Tribe's duties and powers set forth in this Agreement, the Tribal Council has the exclusive authority to act on behalf of the Tribe.

7.7 Governing Law. This Agreement has been prepared, negotiated, and executed in, and will be construed in accordance with, the laws of the Hualapai Tribe, except that the rights and obligations of the Trustee will be governed by the laws of the State of Arizona. In the absence of such applicable controlling law of the Hualapai Tribe or such State, this Agreement will be construed in accordance with the Restatement of the Law (3d) of Trusts.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

THE HUALAPAI INDIAN TRIBE OF THE
HUALAPAI INDIAN RESERVATION,
ARIZONA

By: _____
Its: _____

_____, as trustee and not in
its individual capacity

By: _____
Its: _____